



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR MOBILITY COMMAND (AMC)

OCT 4 2006

MEMORANDUM FOR PROSPECTIVE OFFERORS

FROM: HQ AMC/A3KRS

402 Scott Drive Unit 3A1
Scott AFB IL 62225-5302

SUBJECT: Solicitation FA4428-06-R0003, Air Service for US Southern Command (SOUTHCOM).

1. This solicitation is for fixed wing air transportation operating in the SOUTHCOM Area of Responsibility. Please note the following:
 - a. The solicitation is unrestricted.
 - b. The period of performance is 1 Apr 07, or date of award if subsequent thereto, through 30 Sep 07. There are also four, one-year option periods.
 - c. The offeror must be a certificated FAR Part 121 or 135 air carrier with 12 months of continuous comparable experience prior to award.
2. Your attention is directed to Page 26, Paragraph 3.c.(3)(b), Past Performance Surveys. The offeror is required to distribute the past performance surveys (Attachments 3 and 4) to their evaluators by **10 Oct 06**. The evaluators should then return the survey directly to HQ AMC/A3KRS – not back to the offeror.
3. Environmental Compliance. Offerors are reminded to comply with all applicable environmental statutes and regulations. Failure to follow these rules can subject the contractor to criminal, civil, and/or contractual sanctions.
4. Please review your offer thoroughly, ensuring all representations and certifications have been completed, prices and extended prices have been inserted and are correct, and the offer is signed and dated prior to submitting to this office.
5. Questions can be addressed to me at (618) 229-2481 or john.sheahan@scott.af.mil.

JOHN J SHEAHAN
AF Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER	PAGE 1 OF 42
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FA4428-06-R-0003		6. SOLICITATION ISSUE DATE 04/Oct/2006	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME John J. Sheahan		b. TELEPHONE NUMBER (No collect calls) (618) 229-2481	
9. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <div style="font-size: small;"> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302			16. ADMINISTERED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 			18a. PAYMENT WILL BE MADE BY DFAS-LIMESTONE/DFAS-BAASD/CC P.O. BOX 369020 LIMESTONE PAYING OFFICE COLUMBUS, OH 43236-9020		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM		13b. RATING	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		14. METHOD OF SOLICITATION	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE CONTINUATION OF SF1449 <i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA <i>Will be cited on Delivery Orders</i>					26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <div style="font-size: small;"> <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL </div>		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE			38. S/R ACCOUNT NUMBER		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)			
41c. DATE			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

CONTINUATION OF SF 1449

1. Continuation of Block 18b. All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance WAWF-RA in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests (page 16) and the Routing Sheet, Attachment 6. When invoicing the Reimbursable CLINS, round the amounts to the nearest whole dollar.
2. Continuation of Blocks 19 – 24. Performance of this contract shall begin 1 Apr 07 (or date of award if subsequent thereto). It shall continue through 30 Sep 07, (30 Sep 08 if Option Year One is exercised, 30 Sep 09 if Option Year Two is exercised, 30 Sep 10 if Option Year Three is exercised, and 30 Sep 11 if Option Year Four is exercised) unless terminated or canceled sooner under the provisions of this contract or unless extended pursuant to FAR 52.217-8.
3. PRICING SCHEDULE (Continuation of SF 1449 Blocks 19 –24) See pages 3 through 7.
4. LIST OF AIRCRAFT Complete the information about offerors aircraft which meet or exceed the requirements in the Performance Work Statement.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

Cage Code: null

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASIC CONTRACT PERIOD (1 Apr 07 - 30 Sep 07) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement (PWS).	6	MO	\$	\$
0002	Short Take-Off and Landing (STOL) FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 300.	Estimated 625	HR	\$	Estimated
0003	PRESSURIZED AIRCRAFT (PRESSURIZED) FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 300.	Estimated 625	HR	\$	Estimated
0004	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00
0004AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0004AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46 (a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished other documentation such as the Flight Service Order (FSO) must be submitted.				
0004AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0004AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0004AE	"STOL" AIRCRAFT POSITIONING / DEPOSITIONING EXPENSES In accordance with the PWS, the contractor will be reimbursed for actual positioning and/or depositioning expenses incurred for this contract if Option Year One (1) is not exercised.				
0004AF	"PRESSURIZED" AIRCRAFT POSITIONING / DEPOSITIONING EXPENSES In accordance with the PWS, the contractor will be reimbursed for actual positioning and/or depositioning expenses incurred for this contract if Option Year One (1) is not exercised.				

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NAME OF OFFEROR OR CONTRACTOR

Cage Code: null

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION YEAR ONE (1 Oct 07 - 30 Sep 08) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$ _____	\$ _____
0006	"STOL" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$ _____	Estimated \$ _____
0007	"PRESSURIZED" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$ _____	Estimated \$ _____
0008	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00
0008AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0008AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46 (a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished other documentation such as the Flight Service Order (FSO) must be submitted.				
0008AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0008AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	OPTION YEAR TWO (1 Oct 08 - 30 Sep 09) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$	\$
0010	"STOL" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$	Estimated
0011	"PRESSURIZED" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$	Estimated
0012	REIMBURSABLE EXPENSES	100,000		\$1.00	\$100,000.00
0012AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0012AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46 (a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished other documentation such as the Flight Service Order (FSO) must be submitted.				
0012AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0012AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	OPTION YEAR THREE (1 Oct 09- 30 Sep 10) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$ _____	\$ _____
0014	"STOL" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$ _____	Estimated \$ _____
0015	"PRESSURIZED" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$ _____	Estimated \$ _____
0016	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00
0016AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0016AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46 (a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished other documentation such as the Flight Service Order (FSO) must be submitted.				
0016AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0016AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				

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NAME OF OFFEROR OR CONTRACTOR

Cage Code: null

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	OPTION YEAR FOUR (1 Oct 10 - 30 Sep 11) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$ _____	\$ _____
0018	"STOL" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$ _____	Estimated \$ _____
0019	"PRESSURIZED" FLYING HOUR RATE. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$ _____	Estimated \$ _____
0020	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00
0020AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0020AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46 (a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished other documentation such as the Flight Service Order (FSO) must be submitted.				
0020AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0020AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
	4. LIST OF AIRCRAFT The contractor agrees that the following aircraft will be either owned or controlled by the company for the duration of this contract. Additional planes may be added only with concurrence of the Contracting Officer after the A3B Survey and Analysis Office has approved them.				
	TYPE AIRCRAFT	TAIL NUMBER	PAX SEATS	EMPTY WEIGHT	MAX GROSS TAKE-OFF WT

CONTRACT CLAUSES

**1. ADDENDUM TO FAR 52.212-4--CONTRACT TERMS AND CONDITIONS—
COMMERCIAL ITEMS (SEP 2005)**

a. Paragraph (a) entitled "Inspection/Acceptance" is tailored to read: The Contractor shall only tender for acceptance those services that conform to the requirements of this contract. The Government reserves the right to inspect or test any services that have been tendered for acceptance. The Government may require reperformance of nonconforming services at no increase in contract price. When the nonconforming services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed. If the Contractor fails to promptly perform acceptable services or to take the necessary action to ensure future performance is in conformity with contract requirements, the Government may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service.

**2. FAR 52.212-5 --CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS -COMMERCIAL ITEMS (SEP
2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Sep 2006)(41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

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___ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jun 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

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CONTRACT NO

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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CONTRACT NO

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3. OTHER APPLICABLE CLAUSES INCORPORATED BY REFERENCE OR FULL TEXT

a. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

b. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in the solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Supplement to the Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

c. FAR 52.204-2 SECURITY REQUIREMENTS (AUG. 1996)

d. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

e. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

Paragraph (a) is changed to read:

“(a) *Definitions.* As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

f. FAR 52.216-18 ORDERING (OCT 1995)

The blanks in paragraph (a) are completed as follows: 1 Apr 07 (or date of award if subsequent thereto) through 30 Sep 07 (30 Sep 08 if Option Year One is exercised, 30 Sep 09 if Option Year Two is exercised, 30 Sep 10 if Option Year Three is exercised, and 30 Sep 11 if Option Year Four is exercised.)

g. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

For the purposes of this clause, the blank(s) are completed as follows:

Paragraph (a)	1 Flying Hour
Paragraph (b) (1)	16 Flying Hours per Day
Paragraph (b) (2)	2,500 Flying Hours per Year

Paragraph (b) (3) 30 days
Paragraph (d) 2 days

h. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

The blank in paragraph (d) is completed as follows: 30 Sep 07 (30 Sep 08 if Option Year One is exercised, 30 Sep 09 if Option Year Two is exercised, 30 Sep 10 if Option Year Three is exercised, and 30 Sep 11 if Option Year Four is exercised.)

i. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(NOTE: The last sentence is revised to read "The Contracting Officer may exercise the option by written notice to the contractor at least 15 calendar days prior to expiration of the existing contract.")

**j. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

Paragraph (a) is changed to read " The Government may extend the term of this contract by written notice to the Contractor not later than 15 calendar days prior to expiration of the existing contract; provided, the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension."

The blank in para (c), is completed as follows: 5 years

**k. FAR 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)**

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

l. FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

**4. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS. (SEP 2006)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

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(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) X 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) X 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- (6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) 252.225-7021, Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) Alternate I (JAN 2005) of 252.225-7036.
- (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

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- (14) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) Alternate I (MAR 2000) of 252.247-7023.
- (iii) Alternate II (MAR 2000) of 252.247-7023.
- (iv) Alternate III (MAY 2002) of 252.247-7023.
- (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

5. DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

6. DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

**7. DFARS 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS
(OVERSEAS) (JUN 1997)**

8. DFARS 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**9. DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES
(MAR 2006)**

For purposes of this clause, the blanks are completed as follows:

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from USSOUTHCOM, J3 AT/FP, telephone DSN: 567-3702/3585, Commercial 305-437-3702/3585.

10. DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)

11. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1977)

12. AFFARS 5352.201-9101 OMBUDSMAN (AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman

does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, Mr. Michael R. Jackson, HQ AMC/A7K, 507 Symington Drive, Scott AFB IL 62225-5022, (618) 229-0267, fax (618) 256-6668, email: Michael.jackson@scott.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be po the Contracting Officer.

**13. AFFARS 5352.237-9001 REQUIREMENTS AFFECTING CONTRACTOR
PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES
(OCT 2004)**

For purposes of this clause paragraph (b) is completed as follows:

(b) Within 15 days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.

14. AFFARS 5352.247-9000 AIR SAFETY (JUNE 2006)

(a) Contractor is obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. Contractor must also satisfy Department of Defense (DOD) quality and safety requirements as described in 32 CFR Part 861, Section 861.4. In addition, contractor shall comply with all provisions of applicable statutes, tenders of service, and contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration (FAA) Regulations, Airworthiness Directives, Orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published

standards may not, standing alone, constitute compliance with generally accepted standards of airmanship, training, or maintenance.

(b) The cleanliness and orderliness of an aircraft, including the visible components and surfaces thereof affect the ability to inspect an aircraft, may be valid indicators of the overall maintenance level of an aircraft, and may have a direct effect on the security and confidence of passengers. Therefore, contractor's failure to keep and maintain all such components and surfaces of the aircraft used in performance of this contract clean, orderly, and in good state of repair may be deemed a failure to comply with generally accepted standards of maintenance to the extent the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance, or airworthiness of the aircraft.

(c) Should the government determine that any of the following conditions exist, it may suspend or place in temporary nonuse status contractor's further performance of airlift transportation services for the DOD:

(1) Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.

(2) Involvement of one of contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract).

(3) Any other condition that affects the safe operation of contractor's flights hereunder.

(d) Such suspension shall be accomplished pursuant to the Department of Defense Commercial Air Transportation Quality and Safety Review Program (32 CFR Part 861), which is hereby incorporated in this contract by reference, or any procedures that supersede same which may be adopted by the Commander (Air Mobility Command) from time to time. The suspension procedures, including the temporary nonuse, reinstatement and appeals processes, set out therein, are binding, final, and conclusive. In no event shall suspension or temporary nonuse proceedings, regardless of outcome, give rise to any liability on the part of the government.

(e) Suspension or temporary nonuse hereunder resulting in unavailability of contractor aircraft to perform service under this contract shall be treated as failure to maintain authorization to engage in air transportation under the clause of the contract entitled, "Requirement for Authorization to Engage in Air Transportation."

15. AFFARS 5352.247-9001 REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (JUNE 2006) ALTERNATE II (JUNE 2006)

(a) This contract is conditioned upon the Contractor (if the contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958,

as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 121/135 of the Federal Aviation Regulations and holding a registration under Part 298 of the DOT regulations for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with the clause entitled "AIR SAFETY."

(b) If at any time during the performance period of this contract the contractor is not in compliance with the requirements of paragraph (a) above, including, but not limited to, instances when the certificate demonstrating compliance with paragraph (a) above is

(i) suspended by the pertinent regulatory body for any period of time even though the effect of the suspension is stayed pending review by a court of competent jurisdiction,

(ii) canceled or revoked in its entirety by the pertinent regulatory body even though the effect of the cancellation or revocation is stayed pending review by a court of competent jurisdiction, or

(iii) such certificate or interim operating authority has expired and has not been renewed, then the contracting officer may elect any one or a combination of the following courses of action:

(1) Suspend the contractor from further performance of all or any part of this contract until such time as the suspension, temporary nonuse, cancellation, or revocation shall have been finally set aside, removed, or otherwise terminated. The period of suspension of this contract will begin when the contracting officer notifies the contractor. Any flights that were scheduled to be flown during the time any such suspension is in effect will be canceled and the government's obligation reduced by all costs directly attributable to the canceled flights. Any such cancellation is not for the convenience of the government and will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

(2) Exercise the government's rights under the contract clause entitled "Contractor's Failure to Provide Service."

(3) Terminate this contract for cause in whole or in part under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items."

16. AFFARS 5352.247-9002 CONTRACTOR'S FAILURE TO PROVIDE SERVICE (JUNE 2006) ALTERNATE II (JUNE 2006)

(a) In the event the contractor's aircraft is unable to depart from any station, the government may invoke the remedies set forth in this clause, which will not constitute a termination under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items." The rights and remedies provided in this clause are not exclusive, do not give rise to government liability for costs incurred, and are in addition to government rights and remedies provided by law or by this contract.

(b) Substitute Service. This term means substitution of an aircraft to replace contractor's aircraft, which is unable to perform the required services. If the contractor fails to make an aircraft available to perform services under the terms of the contract, the government may:

(1) Cancel the requirement for further performance of the defaulted flight or services. In that event, the government's obligation will be reduced by the costs directly attributable to the canceled flight or services.

(2) Require the contractor to obtain substitute service from another DOD-approved carrier to perform the services within such additional time as the contracting officer may allow. The contractor shall arrange for and pay directly all costs involved in performing the services by substitute aircraft. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the substitute service. The substitute aircraft provided by the contractor must be of like type, must be configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above substitute service, the contractor may, at his own expense, purchase the amount of space by common carriage or otherwise needed to transport the passengers or cargo from the defaulted flight. The contracting officer must approve purchase of such space. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the space.

(3) Purchase substitute service from commercial sources. This may include use of substitute commercial aircraft or purchase of sufficient space to transport by common carriage or otherwise the passengers or cargo from the defaulted flight. In either event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay for the substitute service.

(4) Elect to either reschedule the defaulted flight to a later time or move the passengers and/or cargo, or any portion thereof, itself. In the latter event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay to transport the passengers and/or cargo.

17. CONTRACTOR REQUIRED INSURANCE

The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

18. DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION

SPECIFICATION DD254 This contract contains a DD254 and requires occasional access to classified information. National Industrial Security Program Operating Manual DOD 5220.22-M provides guidance on the access and handling of classified information.

CONTRACT ATTACHMENTS

<u>ATCH</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
1	Performance Work Statement	4 OCT 06	5
2	Additional Standards for DOD Contracts	1 NOV 01	4
3	Past Performance Cover Letter	25 SEP 06	1
4	Past Performance Questionnaire		3
5	Historical Usage Figures		1
6	Wide Area Work Flow Instructions		1
7	ORCA Instructions		5
8	DD FORM 254	DEC 99	2

United States Southern Command

PERFORMANCE WORK STATEMENT

DATE: 4 OCT 06

1. Description of Services.

1.1. The contractor shall provide all aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform small passenger/light cargo movement requirements as defined in this contract.

1.2. Specific Tasks U.S. Southern Command (USSOUTHCOM) requires commercial airlift capability to furnish rapid response theater airlift of operations in remote locations accessible primarily through unimproved airfields with short unpaved landing surfaces to include but not limited to: Short Take-Off and Landing (STOL), passengers, cargo, or passenger and cargo air transportation services that the DoD elects to perform via commercial charter throughout the USSOUTHCOM Area Of Responsibility (AOR), as identified at the time of mission scheduling.

1.3. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor. Flight operations will take place within the USSOUTHCOM AOR and all aircraft shall be based in Panama. The Government scheduler will determine which contractor aircraft, "Pressurized" or "STOL", will perform the planned mission.

1.3.1. The contractor shall coordinate all airlift movements with the US Southern Command Air Force (AFSOUTH) Combined Air Operations Center (CAOC)/Air Mobility Division (AMD) prior to any mission. ((520) 228 6812, cell (520) 349 1038, FAX (520) 228 3086.)

1.3.1.1. The contractor may refuse any mission for safety of flight reasons. However, cancelled missions must be rescheduled and flown as agreed to by the Government representative and contractor.

1.3.1.2. Aircraft departures shall take place within 20 minutes of scheduled times.

1.3.1.3. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor.

1.3.2. General Aircraft Requirements:

1.3.2.1. The contractor shall provide sufficient dedicated "Pressurized" and "STOL" aircraft to conduct two simultaneous missions.

1.3.2.2. Aircraft must be able to fly under Instrument Meteorological Conditions (Equipped for Instrument Flight Rules (IFR) flight).

1.3.2.3. The aircraft must be multi-engined and turbine powered.

1.3.2.4. Aircraft must be configured with High Frequency (HF), Ultra High Frequency (UHF), and Very High Frequency (VHF) radios, Global Positioning Satellite (GPS).

1.3.2.5. The contractor will position the aircraft for boarding at least 15-minutes prior to scheduled departure time.

1.3.2.6. USAFSOUTH AMD will provide the contractor a manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.3.2.7. The contractor shall verify passenger and cargo weights.

1.3.2.8. Offloading shall be accomplished within 30-minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.3.2.9. Aircraft shall have an onboard oxygen system readily available for passengers.

1.3.2.10. Contractor shall leave an accurate passenger manifest at departure airfields with the user.

1.3.2.11. Contractor shall present a safety briefing to all passengers prior to takeoff.

1.3.3. Primary "STOL" Requirement: Short Take-Off and Landing (STOL) airplane.

1.3.3.1. A STOL aircraft, for purposes of this contract, is defined as being capable of carrying a minimum useful load of 3,000 lbs in any combination (i.e., cargo only, passenger only, or combi) for a 300 Great Circle Statue Mile (GCSM) stage length non-stop, and capable of operating from 3,000 ft (Mean Sea Level) semi-prepared airstrips.

1.3.3.2. Transport cargo as large as 96" x 36" x 36" with a gross weight of 300 lbs. All cargo will be floor loaded or loaded on skids, where equipment is available.

1.3.3.3. Aircraft must be high-winged with cargo door or rear ramp.

1.3.3.4. The aircraft shall be capable of transporting at least twelve (12) passengers and personal baggage per mission on an "as required" basis.

1.3.3.5. Planning weight for passengers plus their baggage is 250 lbs per person.

1.3.4. Primary "Pressurized" Requirement: Pressurized Airplane

1.3.4.1. The pressurized airplane shall be capable of transporting at least seven (7) passengers and personal baggage per mission on an "as required" basis. Aircraft performance factors and requested flight itinerary will determine the actual number of manifested passengers. Planning weight for passengers plus their baggage is 250 lbs per person.

1.3.4.2. Aircraft must be capable of taking-off and landing on prepared surfaced runways as short as 4,000 ft MSL.

1.3.4.3. Aircraft must be capable of transporting passenger/light cargo loads

1.3.4.3.1 Transit mountainous regions as high as 23,000 ft MSL.

1.3.4.3.2. Operate into airfields as high as 13,300 ft MSL.

1.3.4.4. Aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination (i.e., cargo only, passenger only, or combi) for a 400 GCSM stage length non-stop.

1.3.5. Personnel Requirements:

1.3.5.1. All personnel performing under this contract are required to be US citizens, possess a Secret security clearance, speak English fluently, and possess a valid passport.

1.3.6. Transporting Hazardous Cargo (HAZMAT). Contractor shall have DOT approval to carry HAZMAT. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer.

1.3.7. Intransit Visibility (ITV). Contractor shall provide to USAFSOUTH/AMD departure and arrival notifications at all locations via phone, fax, radio, or satellite phone.

2. Service Delivery Summary.

Performance Objective	PWS Paragraph	Performance Threshold
Departures will take place within 20 minutes of scheduled time	1.3.1.2	85% of Missions Depart as Scheduled.
Position the aircraft for boarding at least 15 minutes prior to scheduled departure time	1.3.2.5.	85% of Missions Position on Time or Early.
Contractor shall leave an accurate passenger manifest at departure airfields.	1.3.2.10	100% of monthly flights.
Aircrew shall provide Intransit Visibility (ITV) of all departures and arrivals	1.3.7.	100% of monthly flights.

3. Government Furnished Property and Services.

3.1. Services available at all locations.

- 3.1.1. Mission Schedule.
- 3.1.2. Passenger Manifest.
- 3.1.3. Hazardous Material (HAZMAT) Cargo and Disposition Instructions.
- 3.1.4. Material Safety Data Sheets (MSDS).
- 3.1.5. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.
- 3.1.6. Other services/property as approved by the installation commander.

3.2. Additional Services/Property available from USMILGP in Bogotá, Colombia.

- 3.2.1. In-country briefings.
- 3.2.2. Light Armor Vehicle (LAV) transportation will be provided to contract personnel, for official duty only.
- 3.2.3. Cellular phone-When required for Force Protection will be provided to the contract personnel.
- 3.2.4. Fuel. All fuel used in direct performance of this contract will be reimbursed. (The contractor shall submit valid fuel receipts with their invoice.)

4. General Information.

4.1. Contractor Station Manager.

- 4.1.1. The contractor shall assign a Station Manager, based in the USSOUTHCOM AOR, who is authorized to manage and administer this contract. The Station Manager shall be available by telephone 24 hours a day, 7 days a week.
 - 4.1.2. The contractor shall furnish the Administrative Contract Officer (ACO) and Government representative with the name, address, and telephone number of the Contractor Station Manager who will serve as a liaison between the contractor, ACO, and the Government representative.
 - 4.1.3. The Station Manager must have the authority to dispatch aircraft, adjust schedules, provide substitute service, and make decisions pertinent to airlift service in the name of the contractor.
- 4.2. Security.**
- 4.2.1. **Contractor Security.** Government Security Forces personnel will provide security and force protection procedures for the contractor while on military installations and during flight operations.
 - 4.2.2. **Military Installation Security.** While on military installations, or on military portions of commercial facilities, contract personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contract personnel.
 - 4.2.3. **Operations Security (OPSEC).** The contractor shall be responsible for OPSEC procedures when operating missions for the DoD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the mission shall be kept close hold and only communicated to persons who have a need to know this information.
 - 4.2.4. **Aircraft Physical Security.** Contractor aircraft at military installations will receive the same degree of physical security as provided to military aircraft in like status.
 - 4.2.5. **Aircraft Security.** The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load.
- 4.3. Force Protection.**
- 4.3.1. The contractor shall follow USSOUTHCOM/USAFSOUTH force protection requirements/recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a USSOUTHCOM/USAFSOUTH force protection recommendation would alter the terms and conditions of the contract and/or give rise to a request for equitable adjustment, the contractor will inform the contracting officer and secure the contracting officer's written agreement prior to incurring any expense. Any

action taken or expense incurred prior to approval by the contracting officer will be deemed to be at the contractor's expense.

- 4.3.2. Operational Risk Assessment.** The contractor shall assess the current situation (weather, intelligence, Notice To Airmen (NOTAMs) terrain, crew experience, and tactical situation to include surface to air threats and airfield attacks) prior to launch to make an accurate risk assessment of each flight. The contractor shall keep the risk assessments on file for one (1) year and be made available to the appropriate authority upon request.

4.4. Communications. When operating missions, in the USSOUTHCOM AOR, the contractor's operations center will be required to maintain voice communications with the AFSOUTH/AMD through the USSOUTHCOM Flight Monitoring Facility (FMF), in accordance with DoD Flight Publication Area Planning 1 (AP/1). (520) 228-6812, cell (520) 349 1038, FAX (520) 228-3086.)

4.5 USSOUTHCOM Representative:
U.S. Southern Command
J3 Theater Airlift
3511 NW 91st Ave.
Miami, FL 33172
Ph: (305) 437-3022, 3023, 3024; Fax: (305) 437-2396
USCJ331@hq.southcom.mil

4.6. POST AWARD CONFERENCE

The contractor shall attend a Post-Award Conference prior to the start of performance. The contracting officer will conduct this conference and at a minimum, the contractor shall be represented by the contract administrator or program manager based in Panama. The carrier will be notified of the time and location not later than 14 days prior to the scheduled conference date.

4.7. POSITIONING AND DEPOSITIONING

The contractor will be reimbursed positioning and/or depositioning expenses incurred in moving aircraft to/from Panama in performance of this contract, if Option Year One (1 Oct 07-30 Sep 08) is not exercised. Hourly aircraft flying charges cannot exceed the hourly rates stated in the base contract period. Receipts detailing ferry related expenses must be provided to the Contracting Officer. This reimbursable item will be evaluated for price reasonableness but will not be considered in the total price evaluation for award purposes.

4.8. ORDERING INSTRUCTIONS

This is an Indefinite Delivery/Indefinite Quantity contract. The Contracting Officer at HQ AMC/A3KRS will issue and administer task orders pursuant to the terms and conditions of the contract. The Contracting Officer's Representative (COR) will act on behalf of the Contracting Officer in technical and administrative matters. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. The contractor shall not perform any work under this contract unless directed to do so by a task order.

**ADDITIONAL STANDARDS FOR DEPARTMENT OF DEFENSE (DOD)
CONTRACT AIRCRAFT OPERATIONS UNDER FAR PART 135
(NONCOMMUTER) (PASSENGER)**

All aircraft must be listed on air carrier's certificate, and flight crews must be trained, qualified, and scheduled in accordance with Federal Aviation Regulation (FAR Part 135) rules. This applies even when the contracted operations fall under FAR Part 91, or other FAR. In addition, air carriers shall comply with the following:

a. Operations:

(1) Pilots are responsible for ensuring correct computing and documenting of the weight and balance for all DOD flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Actual or interrogated weights must be used. Completed weight and balance forms from DOD flights will be maintained for a minimum of 30 days.

(2) Companies are required to maintain the last 30 days documentation for all DOD flights to demonstrate compliance with the flight locating requirements of FAR 135.79.

(3) Single-engine aircraft shall be limited to flight during daylight hours and under Visual Flight Rules (VFR) conditions only. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset; or in Alaska during extended twilight hours when terrain features can be readily distinguishable for a distance of at least one mile.

(4) All DOD passenger charters will be flown under Instrument Flight Rules (IFR) to the maximum extent possible.

(5) Helicopter Operations Only:

(a) Multi-engine helicopters may be used for night and instrument flight rules (IFR) operations providing the operator's certificate specifies such operations.

(b) US Navy Contracted Shipboard Landings: The pilot shall have completed training that is approved by the Navy and meet subsequent proficiency and currency requirements to ensure standardization with shipboard guidelines.

b. Aircrew Requirements:

(1) A pilot-in-command (PIC) and second-in-command (SIC) will be used:

(a) For all fixed-wing, whole-plane charters, except for flights supporting US Army Corps of Engineers operations-only missions.

(b) If the aircraft certificate requires a two-pilot crew, or has seating configuration for ten or more passengers.

(c) When the aircraft is operated under IFR.

(2) PIC and SIC (when required), must have at least 250 hours combined experience in their respective positions in the type of aircraft being operated. Type (as defined in FAR 135.293b) means any one of a group of airplanes as determined by the Federal Aviation Administration, (FAA) to have a similar means of propulsion, the same manufacturer, and no significantly different handling or flight characteristics. For helicopters, type (as defined in FAR 135.293b) means a basic make and model.

(a) The PIC's prior SIC time does not count towards the 250-hour requirement.

(b) The PIC must have 1,500 hours total pilot time and have logged 100 hours PIC time in the past 12 months.

(c) The PIC must have at least 10 takeoffs and 10 landings, and 50 hours in the type and model aircraft being operated.

(d) Float plane PICs must have at least 250 total hours in floatplane operations.

(3) The PIC and SIC (when required), shall be IFR qualified; i.e., both shall hold a commercial instrument rating for all DOD flights regardless of the weather or type of flight plan filed. (Not required for operations restricted to VFR only).

(a) Both pilots shall meet the currency requirements of FAR 135.247

(b) The PIC shall have a current FAR 135.297 instrument proficiency check and a current FAR Part 135.293 competency check.

(c) The SIC shall have a current FAR 135.293 competency check to include as a minimum one precision approach, one nonprecision approach, and one missed approach. The SIC must meet the instrument currency requirements of FAR 61.57(c).

(1) If the SIC is assigned to pilot only one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in that type of aircraft.

(2) If the SIC is assigned to pilot more than one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in each type of aircraft and the check shall alternate between the different types of aircraft that the pilot operates for the DOD.

c. Aircraft:

(1) Will have two or more engines (except for helicopters, float planes, and aircraft supporting U.S. Army Corps of Engineers operations-only missions).

(a) Meet the IFR performance requirements of FAR 135.181.

(b) Be turbine powered if more than nine passengers are carried.

(2) Aircraft will also meet the following standards:

(a) Will be maintained in a good state of repair and appearance. Aircraft showing deterioration or neglect such as unrepaired cracks, punctures, loose rivets, missing fasteners, deterioration of interior, paint, or windows are unacceptable for DOD use. These concerns are in addition to airworthiness requirements.

(b) Have on board, a complete set of aeronautical charts, and approach plates (for each required pilot), covering the area of operation.

(c) Have a first-aid kit and emergency equipment, accessible to the passengers and appropriate to the environment of operation.

(d) Have approved life preservers for overwater flights in accordance with FAR Part 91.205b(12), and helicopters will have emergency flotation gear (pop-out) or standard flotation gear (fixed floats).

(3) Aircraft operated single pilot for the DOD will possess the following navigation and communication equipment:

(a) Directional gyro

(b) Artificial horizon

(c) Rate of turn indicator

(d) Vertical speed indicator

(e) One type of FAA-approved navigation equipment such as an automatic direction finder (ADF) receiver system, with ADF indicator; VOR; global positioning system (GPS)/Loran, etc. A GPS shall be available for operations in remote areas where other navigational aids are not available.

- (f) One ATC transponder for all Navy shipboard operations.
- (g) An emergency locator transmitter (ELT).
- (h) At least one Very High Frequency (VHF) receiver and transmitter.

(4) In addition to (3) above, aircraft operated with two pilots for the DOD shall be equipped for IFR operations and possess the following navigation and communication equipment.

- (a) Two independent navigation systems suitable for the location served, at least one navigation system will include VOR/DME capability.
- (b) Dual VHF receivers and transmitters.
- (c) Capability to perform a precision approach other than a ground controlled approach (GCA).
- (d) A transponder.

(5) The SIC position (when required to be filled) must include the following operable equipment:

- (a) The ability to manipulate all primary and auxiliary flight controls, lift/drag devices, and landing gear.
- (b) Airspeed indicator.
- (c) Altimeter.
- (d) Artificial horizon.
- (e) Gyroscopic direction indicator or equivalent.
- (f) An independent navigation system.

OPR: HQ AMC/DOB

1 November 2001

<https://amcpublic.scott.af.mil/dob/index.htm>



OCT 4 2006

FOR OFFICIAL USE ONLY

FROM: HQ AMC/A3KRS
402 Scott Drive Unit 3A1
Scott AFB IL 62225-5302

SUBJECT: Past Performance Evaluation

1. HQ AMC is in the process of selecting a contractor to provide passenger air transportation for the US Southern Command.
2. One of the considerations in proposal evaluation is the verification of the offerors' past and present performance on contracts which reflect the offeror's ability to perform on the proposed effort. We depend on information received from firms/agencies such as yours, which have had first hand experience with an offeror, for the evaluation of the offeror's performance on those contracts.
3. Our areas of interest in the offeror are summarized in the enclosed survey. Our schedule is extremely tight and we need your written response no later than **23 Oct 06**. This schedule will allow us sufficient time to analyze the data prior to the start of negotiations. Please ensure the Name of Respondent and Contract Number are inserted at the top of each page, and Paragraphs B. and D. are completed prior to submission.
4. To assist you in preparing your response and expediting your reply, the survey may be filled out by hand and faxed to (618) 256-2804, Attention: HQ AMC/A3KRS, JOHN J SHEAHAN. Your completed survey will become a part of the official Source Selection records.
5. Your help is greatly appreciated and your prompt response will be one of the keys to the successful and timely completion of this source selection.

A handwritten signature in black ink, reading "John J. Sheahan", is positioned above the printed name and title.

JOHN J SHEAHAN
Contracting Officer

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

FA4428-06-R0003

When Filled In This Document Is Source Selection Sensitive

IAW FAR 2.101 & 3.104

A. GENERAL INFORMATION: Please correct any information below known to be inaccurate:

Contractor's Name: _____ Address: _____

Telephone Number: _____ Fax Number: _____

Point of Contact: _____

Project Title or Brief Description of Work:

Contract Number Provided by Offeror: _____ Dollar Amount: \$ _____

Contract Period or Dates of Performance Provided by Offeror: _____

- *Note: If offeror holds or has held other contracts with your agency/organization in the last 3 years, please complete separate evaluation forms for those contracts as well.*

Contractor Performed as the ☐ **Prime** Contractor ☐ **Sub-Contractor** ☐ **Key Personnel**

B. RESPONDENT INFORMATION:

Contractor's Name: _____ Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

C. FAX OR EMAIL COMPLETED SURVEY FORM TO:

John Sheahan, fax (618) 256-2804 or DSN 576-2804 or Email john.sheahan@scott.af.mil

CONTRACTOR NAME: _____ CONTRACT NO: _____

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

FA4428-06-R 0003

When Filled In This Document Is Source Selection Sensitive

IAW FAR 2.101 & 3.104

D. PERFORMANCE INFORMATION: Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation. **PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF 1 OR 2.**

1	2	3	4	5	6
No Confidence	Little Confidence	Satisfactory Confidence	Significant Confidence	High Confidence	Unknown Confidence
Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.	Based on the offeror's performance record, the Government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.	Based on the offeror's performance record, the Government has significant confidence the offeror will successfully perform the required effort.	Based on the offeror's performance record, the Government has high confidence the offeror will successfully perform the required effort.	No performance record is identifiable.

	The contractor:						
1	Provided successful transitioning resources and personnel to ensure prompt implementation and continued performance	1	2	3	4	5	6
2	Demonstrated ability to hire, maintain, and replace, if necessary qualified personnel during the contract period.	1	2	3	4	5	6
3	Provided passenger, baggage, and cargo, handling services.	1	2	3	4	5	6
4	Facilitated on-time aircraft departures.	1	2	3	4	5	6
5	Provided accurate billing statements	1	2	3	4	5	6
6	Completed reports and maintain records, both in terms of timeliness and accuracy	1	2	3	4	5	6
7	Displayed a cooperative attitude towards Government personnel	1	2	3	4	5	6
8	Followed written Government directives in performance of this contract	1	2	3	4	5	6
9	Maintained an adequate and effective security program and procedures	1	2	3	4	5	6
10	Provided a representative that could always be reached by phone	1	2	3	4	5	6
11	Reacted to and overcame stressful situations caused by unforeseen events.	1	2	3	4	5	6

12	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6
13	Provided effective quality control and/or inspection procedures to meet requirements.	1	2	3	4	5	6
14	Provided timely resolution of contract discrepancies	1	2	3	4	5	6
15	How would you rate the contractor's overall performance?	1	2	3	4	5	6
16	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in remarks	YES			NO		
17	Is the contractor in CPARS?	YES			NO		
18	Would you award another contract to this contractor? If not, explain in "remarks".	YES			NO		

REMARKS

[illegible]

Evaluator's Signature

Date _____

CONTRACTOR NAME: _____ CONTRACT: _____

**HISTORICAL USAGE INFORMATION
FOR PRESENT CONTRACT F11626-01-D0058**

(The present and proposed contracts have similar, but not identical, missions.)

FISCAL YEAR	FLIGHT HOURS	PAX	CARGO S/TONS	DOLLARS
FY 02	1,886.8	3,246	151.3	\$4,426,426.43
FY 03	2,153.2	4,827	281.3	\$4,637,770.64
FY 04	2,247	5,606	263.6	\$4,814,029.66
FY 05	2,012.5	4,872	211.9	\$4,709,205.44
FY 06 *	1,178.3	1,919	82.31	\$3,190,398.26

* FY06 is as of Jul 2006.

**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS**

CONTRACT FA4428-06-D-

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Limestone at (800) 390-5620 or faxed to (614) 693-2608. Please have your contract/order number and invoice number ready when calling about payment status.

The accounts payable mailing address can be located in Block 18a of your contract. You can easily access payment information using at <http://www.dfas.mil/money/vendor>.

NOTE: IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

- | | | |
|------------------------------|--|---|
| 1. CONTRACT NUMBER: | <input type="text" value="FA4428-06-D"/> | |
| 2. CAGE CODE: | <input type="text"/> | |
| 3. PAY OFFICE DODAAC: | <input type="text" value="F67100"/> | |
| 4. TYPE OF DOCUMENT: | <input type="text" value="COMBO"/> | |
| 5.INSPECTION/ACCEPTANCE: | <input type="text" value="DESTINATION"/> | |
| 6. ISSUE DATE: | <input type="text" value="TBD"/> | |
| 7. ISSUE BY DODAAC: | <input type="text" value="FA4428"/> | |
| 8. ADMIN DODAAC: | <input type="text" value="FA4428"/> | |
| 9. INSPECT BY DODAAC: | <input type="text"/> | PLUS SIX EXT: <input type="text"/> |
| 10. SERVICE ACCEPTOR /: | <input type="text" value="FA4428"/> | PLUS SIX EXT: <input type="text" value="F7SCOM"/> |
| 11. LOCAL PROCESSING OFFICE: | <input type="text"/> | PLUS SIX EXT: <input type="text"/> |



ORCA

Quick Reference Guide

October 2004

Vendor Instructions

1. Prepare for registration:

Before you can enter ORCA you must:

- Have an active registration in Central Contractor Registration (CCR)
- Have the MPIN from your active registration
- Know your DUNS number

Registration in CCR: Before entering ORCA you must have an active registration in CCR. To determine if you have an active registration visit CCR's homepage at www.ccr.gov and click on "**Search CCR**" found on the left side of your screen. If you do not have an existing active registration in CCR then complete one at the same website before beginning your ORCA records. Reminder: There is no cost involved and it should take approximately 30- 45 minutes to finish and submit.

Marketing Partner Identification Number (MPIN): The Marketing Personal Identification Number (MPIN) is a 9-digit code containing at least one alpha character and one number (no special characters or spaces). The MPIN is created, by you, in your company's CCR record and acts as a password for other various government systems, including ORCA. The MPIN is the last data field in the "**Points of Contact**" section of the CCR registration. Once you've entered your new MPIN into CCR, it will take 24-48 hours to update. After that, you can begin your registration in ORCA. Go to www.ccr.gov if you need more information on setting up your MPIN.

***Data Universal Numbering System (DUNS) Number:** The Data Universal Numbering System (DUNS) number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). Call D&B at 1-866-705-5711 if you do not have a DUNS number. The process to request a DUNS number takes about 10 minutes and is free of charge. If you already have a DUNS number, the D&B representative will advise you over the phone.

2. How to Enter Your Application

If you are familiar with the current Representations and Certifications this application should take no more that 20 – 30 minutes to complete.

- Start at www.bpn.gov/orca
- Enter your DUNS number and MPIN, click "**Submit**"
 - Please note that after 20 minutes of inactivity on one page your registration will time out and all data will be lost.

- Reminder: The MPIN takes 24-48, after registration in CCR, to be updated in ORCA.
- If you entered a valid DUNS number/MPIN combination your existing information from CCR is pulled and displayed for your review.
- Review the displayed CCR information. If correct, click **“Continue”**.
 - If the CCR data is incorrect then visit www.ccr.gov and update your registration. Reminder: updates to CCR take 24-48 hours to complete and be displayed on ORCA.
- Enter your ORCA POC. Click **“Continue”**.
- Questionnaire begins. All questions must be answered in order to continue. Click **“Continue”** when finished.
 - In any questions that requires text to be entered be sure to click **“Add”** so the information will be saved in the questionnaire.
 - In a few places throughout the questionnaire, you may find questions are marked with ‘Reserved’. As a result of certain company information provided in your CCR record the question normally asked is no longer applicable to you.
- Review your answers by reading your information in context of the full FAR provisions. If you would like to make any changes click on the check box or ‘return to questionnaire’ to be brought back to the original question. When finished making the changes click **“Continue”** to get finish reviewing the full provisions.
 - Remember to review and click the check boxes on the read-only clauses of 52.203-11, 52.227-6, and 52.222-38. These are the first three clauses on the review page.
- When satisfied with all your answers, scroll to the bottom of the screen and be sure to certify that your answers are true by clicking the time/date stamp check box. When finished, click **“Submit Certification”**.
- If desired, download a PDF copy of your completed Reps and Certs record for your files.
 - Please note that the information stored in an active ORCA record is considered unrestricted and is searchable by the public using the DUNS number.
 - No record is deleted from ORCA so there is no requirement to download a copy of your record. You can search the ORCA database at anytime to view archived records.

An email notification will be sent to the POC once the ORCA record has been successfully submitted. ORCA records are to be updated when necessary but at least annually to ensure they are kept current, accurate and complete. The record is active for 365 days from date of submission or update. The POC will also be reminded, via email, of the renewal requirement 60 days, 30 days and 15 days prior to the records expiration.

3. How to Renew or Change an Active Record

Your Responsibilities:

- You are responsible for ensuring the accuracy of your registration. You must use your DUNS number in conjunction with your MPIN number when making and/or requesting any changes to your profile.
- You are responsible for updating your information as it changes
- You must renew your record at least once a year. If you do not renew your record it will expire. An expired registration may affect your ability to conduct business (receive contract awards) with the government.

To initiate any changes or renew your record:

Changes can be made to your record by:

1. Go to ORCA's homepage at www.bpn.gov/orca
2. Enter your DUNS number and MPIN then click "**Submit**".
3. On the CCR information page click on "**Update Previously Completed Record.**"
4. Make the necessary changes to your answers on the Questionnaire then click the "**Continue**" button. Review your answers in context of the full provision and when finished click "**Submit Certification**" on the FAR provisions page to activate the changes.
 - Remember to review and click the check boxes on the read-only clauses of 52.203-11, 52.227-6, and 52.222-38. These are the first three clauses on the review page

To submit a renewal with no changes, follow the same steps listed above with the exception of making changes to your information. Reminder: you must click "**Continue**" off of the Questionnaire page and "**Submit Certification**" to activate the renewal, even if none of your information has changed.

If you are unsure of when your record expires you can view a read-only copy that contains the "**Date of Submission**" by:

1. Go to ORCA's homepage at www.bpn.gov/orca and click on "**Search**" then "**Current Search**".
2. Enter your DUNS number then click "**Search**".
3. Add 1 year to the "**Date of Submission**" listed to determine your expiration date.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
a. PRIME CONTRACT NUMBER		a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD)	
b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>		REVISION NO.	DATE (YYYYMMDD)
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER FA4428-06-R0003	DUE DATE (YYYYMMDD) 20061023	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
Commercial airlift services for the US Southern Command Area of Responsibility in South and Central America, and the Caribbean.					
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
10. CONTRACTOR WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>	
(2) Non-SCI	<input checked="" type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>
k. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>			

- 12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

HQ AMC/PA
503 WARD ST, SUITE 214
SCOTT AFB, IL 62225-5302

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

- 13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

The contractor's US base of operations shall comply with the requirements in this contract and be granted, at a minimum, an interim Facility Clearance of SECRET prior to award of this contract. The contractor's Panama base will not require a Facility Clearance.

- 14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

- 15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

- 16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (<i>Include Area Code</i>)
--------------------------------------	----------	---

d. ADDRESS (*Include Zip Code*)

17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

e. SIGNATURE

SOLICITATION PROVISIONS

**1. ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS —
COMMERCIAL ITEMS (SEP 2006)**

Paragraph (b) entitled "Submission of Offers" is deleted in its entirety and replaced with paragraph 4, "Proposal Preparation Instructions", below.

Paragraph (c) entitled "Period for acceptance of offers", is tailored to read: " The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers."

Paragraph (e) entitled "Multiple Offers" is tailored to read: "The government will not consider multiple offers presenting alternate terms and conditions for satisfying the requirements of this solicitation."

Paragraph (g) entitled "*Contract award* " Is tailored to read: " The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received."

Paragraph (h) entitled "*Multiple awards*" is tailored to read: "The Government intends to award one contract as a result of this solicitation. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer."

Formal communications, such as requests for clarification, questions and/or written information concerning this solicitation should be submitted in writing to:

HQ AMC/A3KRS
ATTN: Mr. John Sheahan
402 Scott Drive, Unit 3A1
Scott AFB IL 62225-5302

Or Telefax number (618) 256-2804

Or john.sheahan@scott.af.mil

The request should be in the following format:

Reference: Section __, Page __, Paragraph __

Question:_____.

Written questions will be answered in writing and provided to all offerors via an amendment to the solicitation. However, due to the time required to research a question and provide an answer via an amendment, questions received less than 14 calendar days prior to the due date of offers specified in this solicitation may not be answered.

2. PREREQUISITES FOR AWARD – AIR TRANSPORTATION

(a) In addition to satisfying other solicitation requirements, an offeror must be an approved Department of Defense (DOD) carrier—and not in a suspended or temporary non-use status—to receive a contract award. The offeror's DOD approval must be for service that is equivalent to the service described in this solicitation. To obtain DOD approval, the offeror must satisfy the obligations contained in the clause entitled "Air Safety" as well as the quality and safety requirements set forth in 32 CFR Part 861, "Department of Defense Commercial Air Carrier Quality and Safety Review Program." DOD approval is a prerequisite for contract award irrespective of the form of air transportation service (passenger, courier, cargo, etc.) the carrier would provide under a contract resulting from this solicitation.

(b) If an offeror is not currently a DOD-approved carrier, but otherwise appears eligible for award, the contracting officer will request an evaluation of the offeror for DOD approval. Once DOD approval is granted, the contracting officer will consider the offeror's approved status along with the offeror's ability to meet other solicitation requirements in determining eligibility for award. In particular, an offeror must satisfy the 32 CFR Part 861 requirement for 12 continuous months of comparable service. The offeror must satisfy the 12 months requirement by time of award. **(Note: An offeror may not receive an award if, in the contracting officer's judgment, the time required to obtain DOD approval will cause an unacceptable delay in contract award.)**

3. PROPOSAL PREPARATION INSTRUCTIONS

a. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three (3) parts, **Part I – Technical Information**, **Part II – Price Proposal**, and **Part III – Past Performance Information**.

b. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price

competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of the price.

c. Specific Instructions:

(1) PART I – TECHNICAL INFORMATION –

(a) List data for proposed aircraft on page 7.

(b) A pass/fail technical evaluation for aircraft proposed will be conducted by HQ AMC/A3B, the Air Carrier Survey and Analysis Office. A3B will evaluate aircraft listed on page seven (7) to determine whether the planes meet or exceed requirements in the Performance Work Statement.

(2) PART II– PRICE PROPOSAL – *Submit original and one (1) copy*

(a) Complete blocks 12, 17a and 30a, b and c of the SF 1449. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP, with attachments. These sections constitute the model contract.

(b) Insert proposed unit and extended prices on pages 3 through 7 for each Contract Line Item, including all option periods.

(c) Complete the necessary fill-ins and certifications in FAR 52.212-3 Offeror Representations and Certifications – Commercial Items (see FAR 52.212-3 (j) for those representations and certifications that offeror shall complete electronically) and DFARS 252.212-7000 Offeror Representations and Certifications – Commercial Items, pages 29 through 38. These provisions shall be returned along with the proposal.

(3) PART III – PAST PERFORMANCE INFORMATION

(a) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:** Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. Please ensure all material is dated. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems.

(b) **Past Performance Surveys:** The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The government will use information submitted by the offeror and other sources, such as other Federal Government offices and commercial sources, to assess performance. The offeror shall send out the Past Performance Questionnaires (See RFP Attachment 4) to each

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of the offeror's Points of Contact (POCs) for up to 5 of the most relevant contracts performed for Federal agencies and commercial customers within the last 3 years. The responsibility to send out the Past Performance Questionnaires rests solely with the offeror – i.e. it shall not be delegated to any other entity. The Transmittal Letter (See RFP Attachment 3) shall be used by the offeror in sending out the Past Performance Questionnaires. Once the Past Performance Questionnaires are completed by your POCs, the information therein shall be considered sensitive and shall not be released to you, the offeror. Questionnaires shall be sent directly back to the Government. Relevant performance includes but is not limited to performance of efforts for services that are similar or greater in scope, magnitude and complexity to the effort described in this solicitation. The evaluation of past performance information will not take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

(c) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

d. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

(1) Requirements of the RFP (Contract Line Items (CLINs), List of Aircraft (page 7), Performance Work Statement (PWS)), and government standards and regulations pertaining to the PWS.

(2) Evaluation Factors for Award (See paragraph 4 below).

4. FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) PASS / FAIL TECHNICAL ACCEPTABILITY
- (2) PRICE
- (3) PAST PERFORMANCE

Only those offers that pass the technical evaluation will be considered further. Past Performance is approximately equal to cost or price considerations.

(b) Options. The government will evaluate offers for award purposes by adding the total price for all options to the total price for the base period. Reimbursable CLINs will not be evaluated for purposes of award. POSITIONING / DEPOSITIONING EXPENSES will be

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evaluated for price reasonableness but will not be considered in the total price evaluation for award purposes. The government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

5. Addendum to FAR 52.212-2:

BASIS FOR CONTRACT AWARD: This is a competitive best value source selection in which past performance history and cost or price considerations will be weighed approximately equal. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub factors. All technically acceptable offers shall be treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide accompanying rationale. The evaluation process shall proceed as follows:

a. **TECHNICAL ACCEPTABILITY** A pass/fail technical evaluation will be conducted by HQ AMC/A3B. In order to pass the technical evaluation, an offer must include at least one "STOL" and one "Pressurized" aircraft that meet or exceed the requirements as stated in the PWS. Only offers that pass the technical evaluation will be evaluated further.

b. **PRICE EVALUATION** Offers are then ranked according to price, including any option prices. (Reimbursable CLINs will not be evaluated for purposes of award. POSITIONING / DEPOSITIONING EXPENSES will be evaluated for price reasonableness but will not be considered in the total price evaluation for award purposes.) An offeror's proposed prices will be determined by multiplying the quantities identified on pages 3 -7 by the proposed unit price for each Contract Line Item Number or Subcontract Line Item Number to confirm the extended amount for each. The price evaluation will document for the offers evaluated under the following subparagraph c, the reasonableness and affordability of the proposed total evaluated price.

c. **PERFORMANCE CONFIDENCE ASSESSMENT** Using the Past Performance questionnaires submitted by the offerors' POCs and other information independently obtained from Government or commercial sources, the contracting officer will perform a confidence assessment on the lowest priced offeror.

d. Relevant performance includes but is not limited to performance of efforts for services that are similar, or greater, in scope, magnitude and complexity to the effort

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described in this solicitation. The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of High Confidence, Significant Confidence, Satisfactory Confidence, Unknown Confidence, Little Confidence or No Confidence, as defined in AFFARS Mandatory Procedures 5315.3, Table 3. Past performance regarding predecessor companies, key personnel who have relevant experience or sub-contractors that will perform major or critical aspects of the requirement will not be considered. Offerors with no relevant past or present performance history shall receive the rating "Unknown Confidence" meaning the rating is treated neither favorably nor unfavorably.

e. In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

f. If the lowest priced evaluated offer is judged to have a High Confidence performance assessment, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

g. If the lowest priced offeror is not judged to have a "High Confidence" performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a "High Confidence" performance confidence assessment or until all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.

h. Offerors are cautioned to submit sufficient information and in the format specified in paragraphs 1 and 3, above. Offerors may be asked to clarify certain aspects of their proposal (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the Contracting Officer reserves the right to award a contract without the opportunity for proposal revision.

i. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.

**6. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (SEP 2006) ALTERNATE I (APR 2002).**

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror

has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision--

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

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(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of

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31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

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(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no

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material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*]
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

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officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is

included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those

efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

7. DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (JUN 2005)

(a) *Definitions.* As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident

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outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification*. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea*. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

8. AFFARS 5352.215-9000 FACILITY CLEARANCE (MAY 1996)

The offeror must possess, or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to this solicitation.